

Exhibit J

to Hawkins Declaration

Plaintiffs' Motion for Class Certification

Michelo et al. v. Nat'l Collegiate Student Loan Trust 2007-2 et al., No. 18-CV-1781

Bifulco et al. v. Nat'l Collegiate Student Loan Trust 2004-2 et al., No. 18-CV-7692

Queens County Civil Court
Civil Judgment

Plaintiff(s):
NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3, A
DELAWARE STATUTORY TRUST (S)

Index Number: CV-015713-14/QU

Judgment issued: On Default

vs.

On Motion of:

Defendant(s):
KATHERINE SEAMAN;
MARY RE SEAMAN

Forster & Garbus LLP
60 Motor Parkway, PO Box 9030, Commack,
NY 11725

Amount claimed	\$24,324.29	Index Number Fee	\$45.00	Transcript Fee	\$0.00
Less Payments made	\$0.00	Consumer Credit Fee	\$95.00	County Clerk Fee	\$0.00
Less Counterclaim Offset	\$0.00	Service Fee	\$50.00	Enforcement Fee	\$45.00
Interest	\$0.00	Non-Military Fee	\$0.00	Other Disbursements	\$0.00
Attorney Fees	\$0.00	Notice of Trial Fee	\$0.00	Other Costs	\$0.00
Cost By Statute	\$50.00	Jury Demand Fee	\$0.00		
Total Damages	\$24,324.29	Total Costs & Disbursements	\$285.00	Judgment Total	\$24,609.29

The following named parties, addressed and identified as creditors below:

Plaintiff creditor(s) and address

(1) NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3, A DELAWARE STATUTORY TRUST (S)
800 BOYLSTON ST FL34, Boston, MA 02199

Shall recover of the following parties, addresses and identified as debtors below:

Defendant debtor(s) and address

(1) KATHERINE SEAMAN
6420 65TH PKL, Middle Village, NY 11379-1624
(2) MARY RE SEAMAN
6420 65TH PKL, Middle Village, NY 11379-1624

Judgment entered at the Queens County Civil Court, 89-17 Sutphin Boulevard, Jamaica, NY 11435, in the STATE OF NEW YORK in the total amount of **\$24,609.29** on **03/31/2015** at **03:36 PM**.

Judgment sequence 1

Carol Alt
Carol Alt, Chief Clerk Civil Court

FILED
JUDG. CLERK
MAR 31 2015
CIVIL COURT
QUEENS COUNTY

INDEX NO. CV-015713-14/QU
CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-3, A DELAWARE
STATUTORY TRUST(S)

PLAINTIFFS,

AGAINST

KATHERINE SEAMAN

MARY RE SEAMAN
0000210235

DEFENDANTS.

MS60000210235

JUDGMENT ON DEFAULT *

AMOUNT CLAIMED IN COMPLAINT \$ 24,324.29
LESS PMTS THRU \$.00

BALANCE OF CLAIM AMOUNT DUE \$ 24,324.29
INTEREST WAIVED \$.00
ATTORNEYS FEES WAIVED \$.00

COSTS BY STATUTE \$ 24,324.29
SERVICE OF SUMMONS & COMP 50.00
FILING OF SUMMONS & COMP 140.00
MOTION FEE
PROSPECTIVE EXECUTION FEE 45.00
TRANSCRIPT & DOCKETING
REQ JUD INT
SATISFACTION PIECE

SUBTOTAL 285.00

TOTAL \$ 24,609.29

- * PURSUANT TO FDCPA, PLEASE TAKE *
- * NOTICE THAT FORSTER & GARBUS LLP *
- * IS A DEBT COLLECTOR. *

JUDGMENT ENTERED ON:

JUDGMENT IS RENDERED IN FAVOR OF THE
PLAINTIFF

NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-3, A DELAWARE
STATUTORY TRUST(S)

800 BOYLSTON ST FL34 BOSTON, MA 02199

AND AGAINST THE FOLLOWING DEFENDANT(S)
KATHERINE SEAMAN
6420 65TH PL
MIDDLE VILLAG NY 11379

MARY RE SEAMAN
6420 65TH PL FL 2
MIDDLE VILL NY 11379

AS HEREIN ABOVE COMPUTED IN THE SUM
OF \$ 24,609.29
AND IT IS ADJUDGED THAT THE PLAINTIFF
HAS EXECUTION THEREFORE.

, CLERK

STATE OF NY, COUNTY OF SUFFOLK SS:
JOEL D. LEIDERMAN AFFIRMS TRUE UN-
DER PENALTY OF PERJURY: HE IS ASSOC
WITH PLAINTIFF'S ATTY, ADMITTED TO
PRACTICE IN NY; DISBURSEMENTS SPECI-
FIED HEREIN, HAVE BEEN OR WILL
NECESSARILY BE MADE OR INCURRED, ARE
REASONABLE IN AMOUNT; SERVICE OF
SUMMONS AND COMPLAINT HAS BEEN
MADE UPON DEFENDANT BY PERSONAL/SUB
SERVICE AS APPEARS BY AFFIDAVIT
OR ACKNOWLEDGEMENT OF SERVICE. THE
TIME OF DEFENDANT/S TO APPEAR
OR ANSWER HAS EXPIRED AND THE DE-
FENDANT/S HAVE NOT APPEARED OR AN-
SWERED. THIS AFFIRMATION IS MADE IN
COMPLIANCE WITH 50 USCS APPX SECS
501 ET SEQ AND N.Y.M.L. 300-328.
THE DEFENDANT IS NOT AT THE
PRESENT TIME IN THE MILITARY OR
NAVAL SERVICE OF THE USA OR OF
ANY ALLIED NATION OF THE USA AS
SUCH TERM IS DEFINED BY THE ACTS OF
CONGRESS. I BASE SUCH STATEMENTS
ABOVE UPON THE FACTS STATED IN THE
ATTACHED DOD MANPOWER DATA REPORT.
AFFIRMANT GAVE ADDITIONAL
NOTICE OF THIS ACTION TO DEFENDANTS
BY MAILING A COPY OF THE SUMMONS
IN FIRST CLASS POSTAGE PAID
ENVELOPES MARKED "PERSONAL AND
CONFIDENTIAL" WITH NO INDICATION
THAT IT WAS FROM AN ATTORNEY OR
CONCERNED AN ALLEGED DEBT
ON 7/21/14
BY DELIVERING IT TO AN EMPLOYEE OF
THE USPS AT OUR OFFICES (USPS
DOMESTIC MAIL MANUAL SEC. 507
SUB 6.0 ET. SEQ.)
THE ENVELOPES WERE ADDRESSED TO

KATHERINE SEAMAN
MARY RE SEAMAN
THE DEFENDANT/S AT
6420 65TH PL
MIDDLE VILLAG NY 11379
6420 65TH PL FL 2
MIDDLE VILL NY 11379
THIS BEING THE LAST KNOWN RESIDENCE

MORE THAN 20 DAYS HAVE ELAPSED
SINCE THEN, AND THE SUMMONS SO
MAILED HAS NOT BEEN RETURNED BY THE
USPO, AS UNDELIVERABLE.
I AFFIRM THE SUMMONS AND COMPLAINT
AND AFFIDAVIT (OR ACKNOWLEDGMENT)
HAVE BEEN FILED IN THIS COURT UNDER
THE ABOVE INDEX #.

DATED: 10/21/14

JOEL D. LEIDERMAN
FORSTER & GARBUS LLP, ATTYS FOR PLTF
60 MOTOR PKWY, COMMACK, NY 631-393-9400

3. This lawsuit arose out of an unpaid loan or loans owed by defendant KATHERINE SEAMAN and defendant MARY RE'SEAMAN to Plaintiff. Specifically Defendants entered into an education loan agreement at Defendants' special instance and request. A loan was extended for Defendants' to use pursuant to the terms of the loan agreements. Defendants have failed, refused, and/or neglected to pay the balance or balances pursuant to the agreed repayment schedule or schedules.

4. Education loan account records are compiled and recorded as part of Plaintiff's regularly conducted business activity at or near the time of the event and from information transmitted from a person with knowledge of said event, by or from information transmitted by a person with knowledge of the accounts or events described within the business record. Such records are kept, maintained, and relied upon in the course of ordinary and regularly conducted business activity.

5. I am familiar with the education loan records within my possession as custodian of records related to this matter. I have been authorized by Plaintiff to make this certification on behalf of Plaintiff for this case.

6. I have reviewed the education loan records as business records described in this affidavit regarding account number xxxxx8379/002-001000. No payment has been made on this account. After all payments, credits and offsets have been applied, defendant KATHERINE SEAMAN and defendant MARY RE'SEAMAN owe the principal sum of \$20,928.12, together with accrued interest in the amount of \$3,396.17, totaling the sum of \$24,324.29 as of 3/12/2015. Attached hereto and incorporated as Exhibit "A" is a true copy of the underlying Credit Agreement/Promissory Note. In the event the Defendant(s) faxed the executed Credit Agreement/Promissory Note, per its terms they agreed their facsimile/electronic signature is deemed to be an original. Under applicable federal and state law, all copies of signatures executed via facsimile or electronic email are considered to be legal, binding agreement.

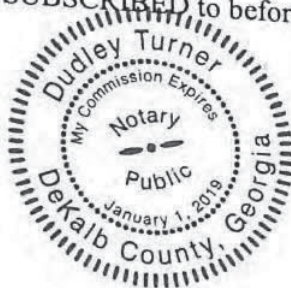
7. Based on records maintained by Plaintiff, the Defendants are not minors or incompetent. A reasonable inquiry has been made to determine if the Defendants are in the military service of the United States of America, and to the best of my knowledge, Defendants are not in such military services and are therefore not entitled to the rights and privileges provided under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

S. I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.
FURTHER AFFIANT SAYETH NAUGHT.

James H. Cummins
AFFIANT

Print Name: James H. Cummins
Title: Legal Case Manager

SWORN AND SUBSCRIBED to before me this 20 day of March, 2015



[Signature]
NOTARY PUBLIC
My Commission Expires on _____

I am attorney-at-law admitted to practice in the State of GEORGIA and do hereby certify that the acknowledgment of proof upon the above document was taken in the manner prescribed by the laws of the State of GEORGIA and conforms to the laws thereof. IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of March, 2015.

KRISTIAN KNOCHEL
GEORGIA BAR # 426673

Printed Name
[Signature]
Signature

EXHIBIT A

From: unknown
Date: 7/11/2007 11:02:35 AM
Page: 2/2

*** Cosigned * Loan Request/Credit Agreement - Information Page**

NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION

LOAN PROGRAM INFORMATION
 Lender: KeyBank Private Education Loan
 Loan Amount Requested: \$12,688.00
 Deferral Period Margin: 7.25
 Repayment Period Margin: 7.25
 School: CUNY - QUEENSBOROUGH COMM COLL
 Academic Period: 09/2007-12/2007
 Loan Origination Fee Percentage: 10.50

STUDENT BORROWER INFORMATION
 Borrower Name: Katherine V Bearman
 Social Security #: [REDACTED] 6378
 Mobile Telephone: [REDACTED]
 Student Citizenship (check one box): ☒ U.S. Citizen
 Note: Personal reference name and address cannot match that of the Cosigner.
 Personal Reference Name: Susan Mori
 Personal Reference Address: 208 East 81st St
 Reference City/State/Zip: [REDACTED] NY 10019

COSIGNER INFORMATION (Must be age of majority in state of residence)
 Cosigner Name: Mary A Reteliman
 Social Security #: [REDACTED] 2076
 Mobile Telephone: [REDACTED]
 Have you ever defaulted on a student loan or declared bankruptcy? ☐ No ☐ Yes
 Current Employer: CITY OF NEW YORK
 Years There: 10 Years
 All other child support, or spousal maintenance income do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.
 Cosigner Citizenship (check one box): ☒ U.S. Citizen
 Note: Personal reference name and address cannot match that of the Student.
 Personal Reference Name: Barbara Dobson
 Personal Reference Address: 5722 86th Ave
 Reference City/State/Zip: [REDACTED] NY 11372

Home Address: 6420 65th Place Middle Village, NY 11378
Date of Birth: [REDACTED] 1987
E-mail Address: [REDACTED]
Home Telephone: (718) 386-2758
Employer Telephone: (718) 386-3004

Work Tel #: [REDACTED]

I (we) understand that (1) consumer reports (credit reports) may be obtained in connection with my (our) request, I (we) will be informed whether or not consumer reports are obtained, and (2) if reports are obtained, I (we) will be informed of the names and addresses of the consumer reporting agencies (credit bureaus) that furnished the reports. If this application is approved, subsequent consumer reports may be requested in used in connection with an update, renewal, or extension of the credit for which I (we) have applied, or for collection purposes.

I (we) have completed this application to obtain credit, and certify that the above statements are true and complete. I (we) authorize you to check my (our) credit references and to obtain credit reports from the credit bureaus and financial institutions for the purpose of evaluating my (our) creditworthiness, and to use the information obtained for the purpose of making a decision on whether to extend credit to me (us). I (we) understand that the information obtained from this transaction will be used solely for educational purposes for the academic period stated in this Loan Request/Credit Agreement at the educational institution listed on this Loan Request/Credit Agreement.

Even if I (we) have elected to opt out of information sharing or do so in the future, I (we) understand and agree this student authorizes you to share this information for purposes of processing this application and servicing any resulting loan.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions obtain, verify, and record information that identifies each customer who opens an account. Therefore, all new and existing customers are subject to identity verification requirements. When a customer opens an account, the financial institution will obtain and verify your identity information, which may include your name, address, date of birth, and Social Security number. For existing accounts, we may request this information for identification purposes. We may deny service if you do not provide this information or if the information provided does not match the information on file.

FOR NEW YORK STATE RESIDENTS: KEYBANK MAY REQUEST A CONSUMER CREDIT REPORT IN CONNECTION WITH THIS APPLICATION OR IN CONNECTION WITH UPDATES, RENEWALS OR EXTENSIONS OF ANY CREDIT GRANTED AS A RESULT OF THIS APPLICATION. UPON YOUR REQUEST, YOU WILL BE INFORMED WHETHER OR NOT A CONSUMER CREDIT REPORT WAS REQUESTED AND, IF SO, THE NAME AND ADDRESS OF THE AGENCY THAT FURNISHED THE REPORT.

FOR WASHINGTON STATE RESIDENTS: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTENDING CREDIT, OR TO FOREGO A FUTURE REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW.

FOR THE PURPOSES OF THE INFORMATION ON THIS "Page" under the Borrower and Cosigner and the Lender, FOR VERMONT RESIDENTS: BY SIGNING BELOW, YOU CONSENT TO KEYBANK OBTAINING AND VERIFYING INFORMATION ABOUT YOU (WHICH MAY INCLUDE A CONSUMER CREDIT REPORT) THAT WE DEEM NECESSARY IN EVALUATING YOUR LOAN APPLICATION, INCLUDING INFORMATION ABOUT YOUR EMPLOYMENT, BANKING, AND CREDIT RELATIONSHIPS. IF YOUR APPLICATION IS APPROVED AND THE LOAN IS MADE, YOU ALSO AUTHORIZE US TO OBTAIN ADDITIONAL CREDIT REPORTS OR OTHER INFORMATION ABOUT YOU IN CONNECTION WITH REVIEWING THE ACCOUNT, INCREASING THE CREDIT LINE ON THE ACCOUNT, FOR THE PURPOSE OF TAKING COLLECTION ACTION ON THE ACCOUNT, OR FOR OTHER LEGITIMATE PURPOSES ASSOCIATED WITH THE ACCOUNT.

FOR ALABAMA RESIDENTS: CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE NOT TO SIGN THIS CREDIT AGREEMENT IF YOU ARE NOT THE PERSON WHO HAS APPLIED FOR THE CREDIT.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

KEY-07-08.C9X1.10DC.0107 LENDER COPY
 KYUDP

From: unknown Page: 2/2 Date: 7/14/2007 11:02:35 AM

*** Cosigned * Loan Request/Credit Agreement - Information Page**
NON-NEGOTIABLE CREDIT AGREEMENT - THIS IS A CONSUMER CREDIT TRANSACTION

LOAN PROGRAM INFORMATION

KeyBank Private Education Loan
 Lender: KeyBank National Association
 Loan Amount Requested: \$12,888.00
 Deferral Period Margin: 7.25

Academic Period: 09/2007-12/2007
 School: CUNY - QUEENSBOROUGH COMM COLL
 Repayment Option: Full Deferral
 Repayment Period Margin: 7.25
 Loan Origination Fee Percentage: 10.50

STUDENT BORROWER INFORMATION

Borrower Name: Katherine V Seaman
 Social Security #: [REDACTED] 8379
 Mobile Telephone: [REDACTED]

Home Address: 6420 65th Place Middle Village, NY 11378
 Date of Birth: [REDACTED] 1987
 Home Telephone: (718) 386-2758
 E-mail Address: [REDACTED]

Student Citizenship (check one box): ☒ U.S. Citizen ☐ Eligible Non-Citizen (Attach front & back copy of CIE or student visa card)
 Note: Personal reference name and address cannot match that of the Cosigner.

Personal Reference Name: Susan Morf
 Reference Street Address: 208 East 68th Rd
 Reference City/State/Zip: [REDACTED] NY 11693
 Reference Home Tel #: (718) 634-8294
 Work Tel #: [REDACTED]

COSIGNER INFORMATION (must be age of majority in state of residence)

Cosigner Name: Mary A Re'seaman
 Social Security #: [REDACTED] -2076
 Mobile Telephone: [REDACTED]

Home Address: 6420 65th Place Middle Village, NY 11378
 Date of Birth: [REDACTED] 1981
 Home Telephone: (718) 386-2758
 E-mail Address: [REDACTED]

Have you ever defaulted on a student loan or declared bankruptcy? ☒ No ☐ Yes
 Current Employer: CITY OF NEW YORK/NYPD
 Current Position: Officer
 Years There: 10 Years
 Employer Telephone: (718) 385-3004

Years at Previous Employment: 0 Years
 Alimony, child support, or dependent maintenance income does not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a separate sheet of paper.

Cosigner Citizenship (check one box): ☒ U.S. Citizen ☐ Eligible Non-Citizen (Attach front & back copy of CIE)
 Note: Personal reference name and address cannot match that of the Student.
 Personal Reference Name: Barbara Delora
 Reference Street Address: 6222 60th Ave
 Reference City/State/Zip: [REDACTED] NY 11378
 Reference Home Tel #: (718) 386-3571
 Work Tel #: [REDACTED]

I (we) understand that: (1) consumer reports (credit reports) may be obtained in connection with my Loan Request/Credit Agreement; (2) if I (we) request, I (we) will be informed whether or not consumer reports are obtained; and (3) if reports are obtained, if I (we) request, I (we) will be informed of the names and addresses of the consumer reporting agencies (credit bureaus) that furnish the reports. If this application is approved, subsequent consumer reports may be requested or used in connection with an update, renewal, or extension of the credit for which I (we) have applied, or for collection purposes.

I (we) have completed this application to obtain credit, and certify that the above statements are true and complete. I (we) authorize you to check my (our) credit references and to obtain credit reports. I (we) also authorize you to provide credit reports, personal and financial information provided with this application, and credit mortgage information arising from this transaction to the school listed above. I (we) authorize the school listed above to release to the lending institution, subsequent holder, or their agents any requested information pertinent to this loan application (e.g. employment, enrollment status, prior loan history, current address). I (we) certify that all proceeds of this loan will be used solely for educational purposes for the academic period stated in this Loan Request/Credit Agreement at the educational institution listed on this Loan Request/Credit Agreement.

Even if I (we) have elected to opt out of information sharing or do so in the future, I (we) understand and agree this consent authorizes you to share this information for purposes of processing this application and servicing any resulting loan.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions obtain, verify and record information that identifies each customer who opens an account. Therefore, all new and existing customers are subject to identity verification requirements. When a customer opens an account with any entity within the KeyCorp family of companies, we will ask for their name, address and identification number, and, in case of an individual, his or her date of birth. For business accounts, we may also obtain this information for individuals associated with the business. We may also request to see a driver's license or other identifying documents. In all cases, Key is committed to protecting the privacy and identity of each of its customers.

FOR NEW YORK/MAINE RESIDENTS: KEYBANK MAY REQUEST A CONSUMER CREDIT REPORT IN CONNECTION WITH THIS APPLICATION OR IN CONNECTION WITH UPDATES, RENEWALS OR EXTENSIONS OF ANY CREDIT GRANTED AS A RESULT OF THIS APPLICATION. UPON YOUR REQUEST, YOU WILL BE INFORMED WHETHER OR NOT A CONSUMER CREDIT REPORT WAS REQUESTED AND, IF SO, THE NAME AND ADDRESS OF THE AGENCY THAT FURNISHED THE REPORT.

FOR WASHINGTON STATE RESIDENTS: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW.

For the purposes of the following notices, "you" means the Borrower and Cosigner, not the Lender.

FOR VERMONT RESIDENTS: BY SIGNING BELOW, YOU CONSENT TO KEYBANK OBTAINING AND VERIFYING INFORMATION ABOUT YOU (WHICH MAY INCLUDE A CONSUMER CREDIT REPORT) THAT WE DEEM NECESSARY IN EVALUATING YOUR LOAN APPLICATION, INCLUDING INFORMATION ABOUT YOUR EMPLOYMENT, BANKING, AND CREDIT RELATIONSHIPS. IF YOUR APPLICATION IS APPROVED AND THE LOAN IS MADE, YOU ALSO AUTHORIZE US TO OBTAIN ADDITIONAL CREDIT REPORTS OR OTHER INFORMATION ABOUT YOU IN CONNECTION WITH REVIEWING THE ACCOUNT, INCREASING THE CREDIT LINE ON THE ACCOUNT, FOR THE PURPOSE OF TAKING COLLECTION ACTION ON THE ACCOUNT, OR FOR OTHER LEGITIMATE PURPOSES ASSOCIATED WITH THE ACCOUNT.

FOR ALABAMA RESIDENTS: CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
 (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN
 (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

KY.07-08.CSX1.10DC.0107

LENDER COPY

KBXUDP

From: unknown

Page: 1/1

Date: 7/12/2007 11:58:34 AM

* Cosigned *

Loan Request

Credit Agreement - Signature Page

FEDERAL AND CALIFORNIA COSIGNER NOTICES

For the purposes of these Notices, the words "you" and "your" refer to the Cosigner, not the Lender.

NOTICE TO COSIGNER (Traducción en Inglés Se Requiere Por La Ley):

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The holder of the loan can collect this debt from you without first trying to collect from the borrower. The holder of the loan can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

AVISO PARA EL FIADOR (Spanish Translation Required by Law):

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Está seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos métodos de cobranza que pueden usarse contra el deudor, podrán usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de crédito de usted.

Este aviso no es el contrato mismo en que se le otorga a usted la responsabilidad de la deuda.

Cosigner Signature

Date

PLEASE SIGN BELOW - RETURN This Page With Proof of Income and Other Information (if applicable) - FAX TO: 800-704-9406

I (we) have read the Loan Request/Credit Agreement, including all State law notices, borrower certification and cosigner notices, if applicable, attached to this Loan Request/Credit Agreement. I (we) promise to pay jointly and severally with the other signers below, to the lender or any other holder of this loan all sums disbursed under the terms of this Loan Request/Credit Agreement, plus interest and all other charges, which may become due as provided by the Loan Request/Credit Agreement. The terms and conditions set forth in this Loan Request/Credit Agreement constitute the entire agreement between you and me (us). I (we) declare that the information provided is true and complete to the best of my (our) knowledge and belief.

By my signature, I (we) certify that I (we) have read, understand and agree to the terms of and undertake the obligations set forth on all six (6) pages of this Loan Request/Credit Agreement KY.07-08.CSX1.10DC.0107 ("Credit Agreement"). I (we) understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I (we) understand that I (we) are not required to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature. If I (we) choose to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature, I (we) intend: (i) my fax or electronic signature to be an electronic signature under applicable federal and state law, (ii) my fax printout or printout of Lender's electronic record of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

I acknowledge that I have received a copy of the Loan Request/Credit Agreement, disclosure notices and all cosigner notices.

Borrower Signature

BY SIGNING THIS CREDIT AGREEMENT BELOW, I CERTIFY THAT I INTEND TO (I) APPLY FOR JOINT CREDIT AND (II) BE JOINTLY LIABLE WITH THE BORROWER FOR THIS LOAN.

Cosigner Signature

CALIFORNIA, IOWA, NEW YORK, SOUTH CAROLINA, AND WEST VIRGINIA COSIGNERS: You must read and sign the appropriate cosigner notification page. Return the appropriate page to us.

Married Wisconsin Residents: The lender is required to ask married residents of Wisconsin applying for an individual loan or a joint loan with someone who not their spouse to give us the name and address of their spouse. Please provide that information and have your spouse sign below.

Name:

Address:

Wisconsin Spousal Consent Signature:

Month/Day/Year

KY.07-08.CSX1.10DC.0107

LENDER COPY

KBXUDP

- KY.07-08.CSX1.E.Y.SFAMAN A105286210.pdf

NOTE DISCLOSURE STATEMENT

\$ 14,174.30
 Loan No.

Borrower(s) KATHERINE V. SEAMAN
MARY A. RESEAMAN
 Student: KATHERINE V. SEAMAN
 Date: July 17, 2007

KATHERINE V. SEAMAN
 6420 65TH PLACE
 MIDDLE VILLAGE, NY 11379 USA

Lender Name and Address:
KEYBANK
4910 TIEDEMAN ROAD
BROOKLYN, OH 44144

This disclosure statement relates to your Loan Note disbursed on July 17, 2007.
 Because your Loan is either being disbursed or entering repayment, or the repayment terms are being modified, the following information about your Loan is being given to you.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments scheduled.
<u>13.600</u> %	\$ <u>53,731.60</u>	\$ <u>12,686.00</u>	\$ <u>66,417.60</u>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are due
<u>240</u>	\$ <u>276.74</u>	On the <u>15th</u> day of each month beginning <u>12/2011</u>

VARIABLE RATE: The Annual Percentage Rate, which is based on an index plus a margin, may increase during the term of the loan if the index rate increases. The index is (check one):

- ☐ Prime Rate Index Adjusted Monthly - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar month.
- ☐ Prime Rate Index Adjusted Quarterly - The highest U.S. bank prime rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the last business day of each calendar quarter.
- ☐ LIBOR Index Adjusted Quarterly - The average of the one-month London Interbank Offered Rates published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of each of the three (3) calendar months immediately preceding the first day of each calendar quarter.
- ☒ LIBOR Index Adjusted Monthly - The one-month London Interbank Offered Rate published in the "Money Rates" section of The Wall Street Journal (Eastern Edition) on the first business day of the preceding calendar month.

Any increase in the index and the Annual Percentage Rate which occurs while principal payments are deferred will increase the amount of any current and all future payments. Any increase in the index and the Annual Percentage Rate which occurs while principal and interest payments are deferred will increase the amount of all future payments. Any increase in the index and the Annual Percentage Rate which occurs after you have begun to make principal and interest payments on your loan will increase the amount of your future principal and interest payments beginning with your next annual payment adjustment date. For example, assume you obtain a loan in your junior year, in the amount of \$10,000, at an interest rate of 11%, and you defer principal and interest payments until after your graduation, and the repayment term of the loan is 20 years. If the interest rate increased to 12% on January 1st of your senior year, the interest which accrues while principal and interest payments are deferred will increase by \$91.01, and your monthly principal and interest payments would increase by \$9.37.

LATE CHARGES: If a payment is more than 15 days late, you may be charged \$5.00 or 5% of the payment, whichever is less. If you default, Lender (or any subsequent holder of your Loan Note) may increase the margin used to compute the Annual Percentage Rate by two percentage points (2%).

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

Estimates: All numerical disclosures except the late payment disclosure are estimates.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, any security interest and prepayment refunds and penalties.

Principal Amount of Note (Amount Financed plus Prepaid Finance Charge)	\$ <u>14,174.30</u>
Itemization of Amount Financed	
Amount paid to KATHERINE V. SEAMAN and	\$ <u>12,686.00</u>
Amount paid to MARY A. RESEAMAN	\$ <u>12,686.00</u>
Total Amount Financed	
Itemization of Prepaid Finance Charge	
Origination Fee	\$ <u>1,488.30</u>
Total Prepaid Finance Charge(s)	\$ <u>1,488.30</u>

AFFIDAVIT OF SERVICE

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENSIndex #:
Date Filed:
Court Date:
Assigned Justice:CV/15713/14
May 29, 2014

PH: (631) 393-9400

ATTORNEY(S): FORSTER & GARBUS, ESQS.

ADDRESS: 60 MOTOR PARKWAY COMMACK NY 11725 File No.: MS60000210235

NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3, A DELAWARE STATUTORY TRUST(S)

Plaintiff(s)/Petitioner(s)

VS.

KATHERINE SEAMAN AND MARY RE SEAMAN

Defendant(s)/Respondent(s)

STATE OF NEW YORK , COUNTY OF SUFFOLK

SS.:

OGUNWALE F ELEBUTE

, being duly sworn deposes and says: Deponent is not a party herein, is over 18 years of age and resides in New York State. On Tuesday, June 24, 2014 at 8:01 AM .

at 6420 65TH PL, MIDDLE VILLAG, NY 113791624

deponent served the within

Summons and Formal Complaint

on: KATHERINE SEAMAN

Defendant therein named.

#1 AFFIXING
TO DOOR
☒By affixing a true copy of each to the door of said premises, which is recipient's: ☐ actual place of business ☒ dwelling house (place of abode) within the state. The place of Business/Employment were not known to the server.

Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, having called thereat 6/14/2014 8:14 PM, 6/20/2014 12:47:00

Address confirmed by JANE DOE (F,WHT,BLK,40-45,160 LBS)NEIGHBOR @ 6426 65TH PLACE

#2 MAIL COPY
☒

On 7/7/2014 deponent completed service by depositing a true copy of each document to the the above address in a 1st Class postpaid properly addressed envelope not indicating that mailing was from an attorney or concerned legal action and marked "Personal and Confidential" in an official depository under the exclusive care and custody of the United States Post Office in the State of New York. Certified Mail #:

#3 WIT FEES
☐

\$ the authorized witness fee and / or traveling expenses were paid (tendered) to the recipient.

#4 MILITARYSRVC
☐

Your deponent asked person spoken to whether the defendant was in the active military service of the United States or N. Y. State and received a negative reply. Upon information and belief I have; being based on the conversation and observations above narrated, defendant is not in the military service.

#5 OTHER
☐

Sworn to before me on 7/7/2014

MARC EVAN KOEHLER
Notary Public, State of New York
No. 01K05024212, Qualified in Suffolk County
Commission Expires March 7, 2018OGUNWALE F ELEBUTE
Server's Lic # 1421224Invoice/WorkOrder 2053252
Lic. # 1310235

COPY

ONE WORLD JUDICIAL SERVICES, INC. - PO Box 776, DEER PARK, NY 11729

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

AFFIDAVIT OF SERVICE

ATTORNEY(S): FORSTER & GARBUS, ESQS.

ADDRESS: 60 MOTOR PARKWAY COMMACK NY 11725

PH: (631) 393-9400

File No.: M560000210235

Index #:
Date Filed:
Court Date:
Assigned Justice:CV/18713/14
May 29, 2014

NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3, A DELAWARE STATUTORY TRUST(S)

VS.

KATHERINE SEAMAN AND MARY RE SEAMAN

Plaintiff(s)/Petitioner(s)

STATE OF NEW YORK, COUNTY OF SUFFOLK
OGUNWALE F ELEBUTE

SS.:

Defendant(s)/Respondent(s)

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at 6420 65TH PL FL 2, MIDDLE VILL, NY 113791624 deponent served the within
Summons and Formal Complaint

on:

MARY RE SEAMAN

Defendant therein named.

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TO DOOR
☒

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MARC EVAN KOCHER
Notary Public, State of New York
No. 01KO5024212, Qualified in Suffolk County
Commission Expires March 7, 2018



OGUNWALE F ELEBUTE

Server's Lic # 1421224

Invoice/WorkOrder 2053253

ONE WORLD JUDICIAL SERVICES, INC. - PO Box 776, DEER PARK, NY 11729 Lic. # 1310235

COPY

Department of Defense Manpower Data Center



Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: SEAMANFirst Name: KATHERINE

Middle Name:

Active Duty Status As Of: Mar-26-2015

Active Duty Start Date	Active Duty End Date	On Active Duty Or Active Duty Status Date	STATUS	Service Component
NA	NA	NO	NO	NA
The individual reports the individual's active duty status as of the Active Duty Status Date.				
Active Duty Start Date	Active Duty End Date	On Active Duty Or Active Duty Status Date	STATUS	Service Component
NA	NA	NO	NO	NA
The individual reports the individual's active duty status as of the Active Duty Status Date.				
Active Duty Start Date	Active Duty End Date	On Active Duty Or Active Duty Status Date	STATUS	Service Component
NA	NA	NO	NO	NA
The individual reports the individual's active duty status as of the Active Duty Status Date.				
Active Duty Start Date	Active Duty End Date	On Active Duty Or Active Duty Status Date	STATUS	Service Component
NA	NA	NO	NO	NA
The individual reports the individual's active duty status as of the Active Duty Status Date.				

Upon completing the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or member unit receiving notification of future orders to report for Active Duty.

Mary M. Inavely-Dixon

Mary M. Inavely-Dixon, Director
Department of Defense - Manpower Data Center
1400 Manpower Center Drive, Suite 1A020
Arlington, VA 22204

File #: MS60000210235

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 04K1S009K185L60

File #: MS60000210235



Department of Defense Manpower Data Center
Status Report
 Pursuant to Servicemembers Civil Relief Act

Last Name: RE SEAMAN

First Name: MARY

Middle Name:

Active Duty Status As Of: Mar-26-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or his/her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Shavelly-Dixon

Mary M. Shavelly-Dixon, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Arlington, VA 22206

File #: MS60000210235

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WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: V4Y020E9E1857E0

File #: MS60000210235

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-3, A DELAWARE
STATUTORY TRUST(S)

Index #
Account# 15713/14
Our Ref# 0000210235
MS60000210235

-against- Plaintiff,

NON-MILITARY
AFFIRMATION

KATHERINE SEAMAN
MARY RE SEAMAN

Defendant.

JOEL D. LEIDERMAN an attorney duly admitted to practice in the courts of this state, affirms the following to be true under penalties of perjury:

1. I am associated with FORSTER & GARBUS LLP, the attorneys for the plaintiff, and I am fully familiar with the facts set forth in this affirmation based upon my personal knowledge or review of the file maintained by our office with respect to this action.

2. This affirmation is made pursuant to the United States Soldiers and Sailor's Relief Act of 1940, as amended, 50 U.S.C.A. App. Secs. 501 et. Seq. for the purpose of the entry of judgment against KATHERINE SEAMAN, MARY RE SEAMAN defendant(s) in the above entitled action

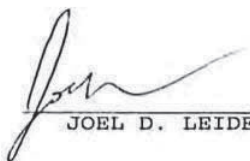
3. I provided the Department of Defense with the pertinent information about the defendant(s), such as date(s) of birth and/or social security number(s) which I know because that information was communicated to our office at the time this account was referred to our office. I requested that a military investigation be conducted.

4. Based upon the response I received from the Department of Defense Manpower Data Center dated 03/26/15 I am convinced that the defendant(s) is not on Active Duty Status in any branch of the United States military.

5. On information and belief the plaintiff herein is either an original creditor or, if a debt buyer the purchase was made prior to 9/1/09.

6. If a debt buyer the purchase of this debt by the plaintiff was made prior to October 1, 2014.

Dated: Commack, New York
03/26/15



JOEL D. LEIDERMAN

Forster & Garbus LLP
60 Motor Parkway, Commack, NY 11725
(631) 393-9400 03/26/15

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS
-----X
NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-3, A DELAWARE
STATUTORY TRUST(S)

-against- Plaintiff,

KATHERINE SEAMAN
MARY RE SEAMAN

Defendant.
-----X

Index No. 015713/14

AFFIRMATION OF
NON-EXPIRATION OF
STATUTE OF LIMITATIONS

Account No. MS60000210235

JOEL D. LEIDERMAN, Esq., pursuant to CPLR § 2106 and under the penalties of perjury, affirms as follows:

1. I am counsel for NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3, A DELAWARE STATUTORY TRUST(S) in the instant action.

2. The cause(s) of action asserted herein accrued on 08/01/11 in the state of DE. The statute(s) of limitations for the cause(s) of action asserted herein is/are 6 years. Based on my reasonable inquiry, I believe the applicable statute(s) of limitations for the cause(s) of actions asserted herein has/have not expired.

The above statements are true and correct to the best of my personal knowledge.

Dated: Commack, New York
10/21/14


JOEL D. LEIDERMAN

ESTE ES UN DOCUMENTO LEGAL - UNA CITACION

¡NO LA BOTE! ¡CONSULTE CON SU ABOGADO ENSEGUIDA! LE PUEDEN QUITAR PARTE DE SU SALARIO [EMBARGARLO]. ¡SI UD. NO SE PRESENTA EN LA CORTE CON ESTA CITACION LE PUEDEN CONFISCAR SUS BIENES, [PROPIEDAD] Y PERJUDICAR SU CREDITO! ¡TAMBIEN ES POSIBLE QUE TENGA QUE PAGAR OTROS GASTOS LEGALES (COSTAS)! SI UD. NO TIENE DINERO PARA UN ABOGADO TRAIGA ESTOS PAPELES A LA CORTE INMEDIATAMENTE. VENGA EN PERSONA Y EL SECRETARIO DE LA CORTE LE AYUDARA.

Civil Court of the City Of New York

County of QUEENS

Summons And Formal Complaint

NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-3, A DELAWARE
STATUTORY TRUST(S)

No. de epigrafe

El direccion del Demandante: 800 BOYLSTON ST FL34
BOSTON, MA 02199

Vs.

Demandante

La razon de haber designado esta Corte es:
El Demandado vive en el Condado de QUEENS

KATHERINE SEAMAN
MARY RE SEAMAN

Demandado(s)

La transaccion de credito tuvo lugar en el Condado de
QUEENS /

Al demandado arriba mencionado:

USTED ESTA CITADO a comparecer en la Corte Civil de la Ciudad de Nueva York, Condado de QUEENS a la oficina del Jefe Principal de dicha Corte en 89-17 SUTPHIN BLVD, JAM en el Condado de QUEENS Ciudad y Estado de Nueva York, dentro del tiempo provisto por la ley segun abajo indicado y presentar su repuesta a la demanda adjunta al Jefe de la Corte; si usted no comparece a contestar se rendira sentencia contra usted en la suma de \$ 24,324.29 incluyendo los desembolsos de este causa.

Fechado, 05/12/14

FORSTER & GARBUS LLP ATTYS FOR PLTF
60 Motor Parkway Commack NY 11725

Nota: La ley provee que. (a) Si esta citacion es entregada a usted personalmente en la Ciudad de Nueva York, usted debe comparecer y responderla dentro de 20 dias despues de la entrega; o (b) Si esta citacion es entregada a otra persona que no fuera usted personalmente, o si fuera entregada afuera de la Ciudad de Nueva York, o por medio de publicacion, o por otros medios, que no fueran entrega personal a usted en la Ciudad de Nueva York, usted tiene 30 dias para comparecer y responder la demanda, despues de haberse presentado prueba de entrega de la citacion al Jefe de esta Corte.

Original Account# ending in: 1000

FORMAL COMPLAINT

STUDENT LOAN
2007-3, A DELAWARE
STATUTORY TRUST(S)

against Plaintiff

KATHERINE SEAMAN

MARY RE SEAMAN

Defendant(s)

Plaintiff, by its attorney(s) complaining of the Defendant(s), upon information and belief, alleges:
1. That Defendant(s) resides in the county in which this action is brought; or that Defendant(s) transacted business within the county in which this action is brought in person or through his agent and that the instant cause of action arose out of said transaction.

2. PLAINTIFF IS AUTHORIZED TO PROCEED WITH THIS ACTION.

3. UPON INFORMATION AND BELIEF DEFENDANT(S) BORROWED MONEY FROM PLAINTIFF OR PLAINTIFF'S ASSIGNOR PURSUANT TO A PROMISSORY NOTE.

4. DEFENDANT(S) HAS DEFAULTED ON SAID AGREEMENT AND \$ 24,324.29 IS NOW DUE, NO PART OF SAID SUM HAS BEEN PAID ALTHOUGH DULY DEMANDED.

5. DEFENDANT(S) IS IN DEFAULT AND DEMAND FOR PAYMENT HAS BEEN MADE.

PLAINTIFF IS THE ORIGINAL CREDITOR AND IS NOT REQUIRED TO BE LICENSED BY THE NYC DEPARTMENT OF CONSUMER AFFAIRS.

2ND CAUSE/ACTION: PLAINTIFF STATED AN ACCOUNT TO DEFENDANT WITHOUT OBJECTION

There is due Plaintiff from Defendant(s) the amount in the complaint, no part of which has been paid, although duly demanded

WHEREFORE Plaintiff demands judgement against Defendant(s) for the sum of \$ 24,324.29 together with the Disbursements of this action.

WE ARE DEBT COLLECTORS; ANY INFORMATION OBTAINED WILL BE USED IN ATTEMPTING TO COLLECT THIS DEBT.

FORSTER & GARBUS LLP
TEL # 1-631-393-9400
ATTORNEY(S) FOR PLAINTIFF
60 MOTOR PARKWAY
COMMACK, NY 11725

PURSUANT TO PART 130-1.1-a OF THE RULES OF THE CHIEF ADMINISTRATOR THIS SIGNATURE APPLIES TO THE ATTACHED SUMMONS AND COMPLAINT

DATED: THE 12 DAY OF MAY, 2014
FILE NO. MS60000210235


MICHAEL LEINOFF JOEL D. LEIDERMAN KEVIN M. KNAB

AFFIDAVIT OF SERVICE
COUNTY OF THE CITY OF NEW YORK
COUNTY OF QUEENS

Index #: CV/15713/14
 Date Filed: May 29, 2014
 Court Date:
 Assigned Justice:

ATTORNEY(S): FORSTER & GARBUS, ESQS.

PH: (631) 393-9400

ADDRESS: 60 MOTOR PARKWAY COMMACK NY 11725 File No.: MS60000210235

NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3, A DELAWARE STATUTORY TRUST(S)

VS.

Plaintiff(s)/Petitioner(s)

KATHERINE SEAMAN AND MARY RE SEAMAN

Defendant(s)/Respondent(s)

STATE OF NEW YORK, COUNTY OF SUFFOLK

SS.:

OGUNWALE F ELEBUTE, being duly sworn deposes and says: Deponent is not a party herein, is over 18 years of age and resides in New York State. On Tuesday, June 24, 2014 at 8:01 AM

at 6420 65TH PL FL 2, MIDDLE VILL, NY 113791624 deponent served the within

Summons and Formal Complaint

on MARY RE SEAMAN

Defendant therein named.

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TO DOOR
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Sworn to before me on 7/7/2014

MARC EVAN KOEHLER
 Notary Public, State of New York
 No. 01KO5024212, Qualified in Suffolk County
 Commission Expires March 7, 2018



OGUNWALE F ELEBUTE

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 Server's Lic # 1421224
 InvoiceWorkOrder 2053253
 Lic. # 1310235

ONE WORLD JUDICIAL SERVICES, INC. - PO Box 776, DEER PARK, NY 11729

COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

AFFIDAVIT OF SERVICE

Index #: CV/15713/14
Date Filed: May 29, 2014
Court Date:
Assigned Justice:

ATTORNEY(S): FORSTER & GARBUS, ESQS.

PH: (631) 393-9400

ADDRESS: 60 MOTOR PARKWAY COMMACK NY 11725 File No.: MS60000210235

NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3, A DELAWARE STATUTORY TRUST(S)

VS.

Plaintiff(s)/Petitioner(s)

KATHERINE SEAMAN AND MARY RE SEAMAN

Defendant(s)/Respondent(s)

STATE OF NEW YORK, COUNTY OF SUFFOLK

SS.:

OGUNWALE F ELEBUTE

being duly sworn deposes and says: Deponent is not a party herein, is over 18 years of age and resides in New York State. On Tuesday, June 24, 2014 at 8:01 AM

at 6420 65TH PL, MIDDLE VILLAG, NY 113791624 deponent served the within

Summons and Formal Complaint

on KATHERINE SEAMAN

Defendant therein named.

#1 AFFIXING
TO DOOR
☒

By affixing a true copy of each to the door of said premises, which is recipient's: ☐ actual place of business ☒ dwelling house (place of abode) within the state. The place of Business/Employment were not known to the server.

Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, having called thereat 6/14/2014 8:14 PM, 6/20/2014 12:47:00

Address confirmed by JANE DOE (F,WHT,BLK,40-45,180 LBS) NEIGHBOR @ 6426 65TH PLACE

#2 MAIL COPY
☒

On 7/7/2014, deponent completed service by depositing a true copy of each document to the the above address in a 1st Class postpaid properly addressed envelope not indicating that mailing was from an attorney or concerned legal action and marked "Personal and Confidential" in an official depository under the exclusive care and custody of the United States Post Office in the State of New York. Certified Mail #:

#3 WIT FEES
☐

\$ the authorized witness fee and / or traveling expenses were paid (tendered) to the recipient.

#4 MILITARY SRVC
☐

Your deponent asked person spoken to whether the defendant was in the active military service of the United States or N. Y. State and received a negative reply. Upon information and belief I have; being based on the conversation and observations above narrated, defendant is not in the military service.

#5 OTHER
☐

Sworn to before me on 7/7/2014

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